

Certificate of Notice Page 1 of 3  
United States Bankruptcy Court  
Eastern District of PennsylvaniaIn re:  
Barbara A Davis  
DebtorCase No. 19-15237-elf  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-2

User: John  
Form ID: pdf900Page 1 of 1  
Total Noticed: 9

Date Rcvd: Apr 16, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 18, 2020.

db +Barbara A Davis, 8200 Henry Avenue, Apt. A14, Philadelphia, PA 19128-2935  
 cr +Toyota Lease Trust, c/o KEVIN G. MCDONALD, 701 Market St. Suite 5000, Philadelphia, PA 19106-1541  
 14377063 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 (address filed with court: Toyota Financial Services, Atty: Bankruptcy Dept, Po Box 8026, Cedar Rapids, IA 52409)  
 14399476 +Toyota Lease Trust, c/o KEVIN G. MCDONALD, KML LAW GROUP, P.C., 701 Market St. Suite 5000, Philadelphia, PA 19106-1541  
 14392024 +Toyota Lease Trust, c/o Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013  
 14397273 +Toyota Lease Trust, C/O KML Law Group, 701 Market Street Suite 5000, Philadelphia, PA 19106-1541

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg E-mail/Text: megan.harper@phila.gov Apr 17 2020 05:01:00 City of Philadelphia, City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor, Philadelphia, PA 19102-1595  
 smg E-mail/Text: RVSVCBICNOTICE1@state.pa.us Apr 17 2020 05:00:08 Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946  
 smg +E-mail/Text: usapae.bankruptcynotices@usdoj.gov Apr 17 2020 05:00:37 U.S. Attorney Office, c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404  
 TOTAL: 3

## \*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.****Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Apr 18, 2020

Signature: /s/Joseph Speetjens

---

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 16, 2020 at the address(es) listed below:

DAVID M. OFFEN on behalf of Debtor Barbara A Davis dmo160west@gmail.com, davidoffenecf@gmail.com;offendr83598@notify.bestcase.com  
 KEVIN G. MCDONALD on behalf of Creditor Toyota Lease Trust bkgroup@kmllawgroup.com  
 REBECCA ANN SOLARZ on behalf of Creditor Toyota Lease Trust bkgroup@kmllawgroup.com  
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov  
 WILLIAM C. MILLER, Esq. ecfemails@phl13trustee.com, philaeacf@gmail.com

TOTAL: 5

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Barbara A. Davis <u>Debtor</u>  Toyota Lease Trust <u>Movant</u> vs.  Barbara A. Davis <u>Debtor</u>  William C. Miller, Esquire <u>Trustee</u>	CHAPTER 13  NO. 19-15237 ELF  11 U.S.C. Section 362
--	---

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the underdesigned as follows:

1. The post-petition arrearage on the loan held by the Movant on the Debtor's vehicle is **\$1,240.76** which breaks down as follows;

Post-Petition Payments:	December 2019 to April 2020 at \$310.19/month
<b>Total Post-Petition Arrears</b>	<b>\$1,550.95</b>

2. The Debtor(s) shall cure said arrearages in the following manner;
  - a). Beginning on May 1, 2020 and continuing through October 1, 2020, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$310.19** on the vehicle (or as adjusted pursuant to the terms of the vehicle) on or before the first (1<sup>st</sup>) day of each month, plus an installment payment of **\$258.50 from May 2020 to September 2020 and \$248.45 for October 2020** towards the arrearages on or before the last day of each month at the address below;

TMCC  
P.O. BOX 5855  
CAROL STREAM, IL 60197-5855

- b). Maintenance of current monthly vehicle payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay. In the event of a third default pursuant to the terms of this Stipulation, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 31, 2020

*By: /s/ Rebecca A. Solarz, Esquire*  
Attorney for Movant

Date: April 13, 2020

*/s/ David M. Offen, Esquire*  
David M. Offen, Esquire  
Attorney for Debtor

Date: April 14, 2020

**O R D E R**

*/s/ LeRoy Wm Etheridge, Esq. for*

William C. Miller, Esquire  
Chapter 13 Trustee

NO OBJECTION  
\*without prejudice to any  
trustee rights and remedies

Approved by the Court this 15th day of April 2020. However, the court retains discretion regarding entry of any further order.



ERIC L. FRANK  
U.S. BANKRUPTCY JUDGE